

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----, X
RANDY CARO,

Plaintiff

v.

COMMUNITY ACCESS INC.,

Defendant
-----, X

Docket No.: 23-cv-3512

**ANSWER TO
COMPLAINT**

Defendant, Community Access Inc. (“Defendant”) by its attorneys, EUSTACE, PREZIOSO & YAPCHANYK, answer the Complaint of the Plaintiff, Randy Caro (“Plaintiff”) by stating as follows:

I. PARTIES:

A. **Plaintiff Information:** Defendant denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph “IA.” of the Complaint.

B. **Defendant Information:** It is denied that Plaintiff was employed by the Defendant. It is admitted that Community Access Inc.’s current corporate address is 64 Beaver Street #109, New York, NY 10004, and its prior address was 17 Battery Place, Suite 1326, New York, NY 10004.

C.

II. PLACE OF EMPLOYMENT:

Denied. It is denied that Plaintiff was an employee of the Defendant.

III. CAUSE OF ACTION:

A. **Federal Claims:** Denied.

B. **Other Claims:** Denied.

IV. STATEMENT OF CLAIM:

A. **Adverse Employment Action:** Denied.

B. **Facts:** Denied.

V. ADMINISTRATIVE PROCEDURES:

Defendant denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph “V.” of the Complaint. The Defendant never received a Charge of Discrimination allegedly filed in the E.E.O.C.

VI. RELIEF: - Denied.

VII. AFFIRMATIVE DEFENSES

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

1. The Complaint fails to state a cause of action against the Defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

2. Plaintiff failed to exhaust administrative remedies because Plaintiff admits he never received a Right to Sue Letter

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

3. The Defendant did not discriminate against the Plaintiff.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

4. Plaintiff failed to take all reasonable measures to reduce, mitigate and/or minimize the injuries and damages alleged.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

5. Plaintiff failed to join necessary parties.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

6. The Defendant cannot be held vicariously liable to the Plaintiff for acts and/or omissions of third parties who are not nor were not the agents, servants and/or employees of the Defendant.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

7. To the extent that the injuries of Plaintiff, if any, were caused or contributed to, in whole or in part, by intervening, interceding and/or superseding causative factors, the claims of Plaintiff's claim against the Defendant would be barred.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

8. To the extent that Plaintiff alleges that the Defendant committed any wrongful act or violated any statute, which entitles Plaintiff to any form of relief, the allegations are denied.

AS AND FOR AN NINTH AFFIRMATIVE DEFENSE

9. The Plaintiff's claims are barred by the applicable statute of limitations and the Defendant affirmatively assert a statute of limitations defense.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

10. Plaintiff's federal claims are barred in whole or in part because Plaintiff's alleged injuries were not proximately caused by any unlawful policy, custom, practice and/or procedure promulgated and/or tolerated by the Defendant.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

11. Plaintiff's claims fail for lack of jurisdiction, including subject matter jurisdiction.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

12. Plaintiff is stopped from pursuing any causes of action against the Defendant by virtue of principles of waiver, estoppel, faithless servant doctrine, doctrine of laches and/or unclean hands.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

13. The Defendant did not inflict emotional distress either intentionally or negligently.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

14. The Defendant did not commit any wrongful act or violate any statute, which entitles Plaintiff to any form of relief.

AS AND FOR A FIFTHTEENTH AFFIRMATIVE DEFENSE

15. The Defendant did not commit any wrongful act or violate any statute, which entitles Plaintiff to any form of relief.


AS AND FOR AN SIXTEENTH AFFIRMATIVE DEFENSE

16. Because the Complaint is couched in broad and conclusory terms, the Defendant reserves the right to assert any and all additional affirmative defenses which are necessary and to which the Defendant may become aware during further discovery.

WHEREFORE, Defendant demands judgment dismissing Complaint, together with the costs and disbursements, and in the event any judgment or settlement is recovered herein against Defendant then Defendant demands that such judgment be reduced by the amount which is proportionate to the degree of culpability of any plaintiff.

DATED: August 7, 2023
New York, New York

EUSTACE, PREZIOSO & YAPCHANYK
Attorneys for Defendant, Community Access Inc.
55 Water Street, 28th Floor
New York, New York 10041
(212) 612-4200

By: 

Hillary A. Fraenkel

To:
VIA PACER, REGULAR AND CERTIFIED MAIL
Randy Caro
Attorneys for **Pro Se, Plaintiff(s), Randy Caro**
600W 142nd Street
New York, New York 10031

Proof of Representation

The language below should be used when you, the Medicare beneficiary, want to inform the Centers for Medicare & Medicaid Services (CMS) that you have given another individual the authority to represent you and act on your behalf with respect to your claim for liability insurance, no-fault insurance or workers' compensation, including releasing identifiable health information or resolving any potential recovery claim that Medicare may have if there is a settlement, judgment, award or other payment. You are not required to use this model language, but proof of representation must include the information provided in this model language. Your representative must also sign that he/she has agreed to represent you. This model language also makes provisions for the information your representative must provide.

Type of Medicare Beneficiary Representative (Check one below and then print the requested information):

- () Individual other than an Attorney: Name: _____
- () Attorney * Relationship to the Medicare Beneficiary: _____
- () Guardian * Firm or Company Name: _____
- () Conservator * Address: _____
- () Power of Attorney * _____
- _____
- Telephone: _____

* Note -- If you have an attorney, your attorney may be able to use his/her retainer agreement instead of this language. (If the beneficiary is incapacitated, his/her guardian, conservator, power of attorney etc. will need to submit documentation other than this model language.) Please visit www.msprc.info for further instructions.

Medicare Beneficiary Information and Signature/Date:

Beneficiary's Name (please print exactly as shown on your Medicare card): _____

Beneficiary's Health Insurance Claim Number (number on your Medicare card): _____

Date of Illness/Injury for which the beneficiary has filed a liability insurance, no-fault insurance, or workers' compensation claim: _____

Beneficiary Signature: _____ Date signed: _____

Representative Signature/Date:

Representative's Signature: _____ Date signed: _____

Consent to Release

The language below should be used when you, a Medicare beneficiary, want to authorize someone other than your attorney or other representative to receive information, including identifiable health information, from the Centers for Medicare & Medicaid Services (CMS) related to your liability insurance (including self-insurance), no-fault insurance or workers' compensation claim.

I, _____ (print your name exactly as shown on your Medicare card) hereby authorize the CMS, its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement for the specified date of injury/illness to the individual and/or entity listed below:

CHECK ONLY ONE OF THE FOLLOWING TO INDICATE WHO MAY RECEIVE INFORMATION AND THEN PRINT THE REQUESTED INFORMATION:

(If you intend to have your information released to more than one individual or entity, you must complete a separate release for each one.)

() Insurance Company () Workers' Compensation Carrier (X) Attorney for Defendant

Name of entity: Eustace, Prezioso & Yapchanyk
Contact for above entity: Hillary A. Fraenkel
Address: Eustace, Prezioso & Yapchanyk, 55 Water Street, 28th Floor,
New York, New York 10041
Telephone: (212) 612-4448

CHECK ONE OF THE FOLLOWING TO INDICATE HOW LONG CMS MAY RELEASE YOUR INFORMATION (The period you check will run from when you sign

RELEASE YOUR INFORMATION (The period you check will run from when you sign and date below.):

() One Year () Two Years () Other _____
(Provide a specific period of time)

I understand that I may revoke this "consent to release information" at any time, in writing.

MEDICARE BENEFICIARY INFORMATION AND SIGNATURE:

Beneficiary Signature: _____ Date signed: _____

Note: If the beneficiary is incapacitated, the submitter of this document will need to include documentation establishing the authority of the individual signing on the beneficiary's behalf. Please visit www.msprc.info for further instructions.

Medicare Health Insurance claim number (the number on your Medicare card): _____

Date of Injury/Illness: April 25, 2023